HEROES ON HORSEBACK
Bluffton, South Carolina
Phone (843) 757-5607

GENERAL ACTIVITY RELEASE, ASSUMPTION OF RISK and WAIVER OF LIABILITY AGREEMENT

This document waives important legal rights. Read it carefully before signing.

I **AGREE** for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in Heroes on Horseback activity of the following:

I **AGREE** that I choose to participate voluntarily in Heroes on Horseback activities as a rider, handler or spectator. I am fully aware and acknowledge that horse sports and Heroes on Horseback activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:
 The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
 The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
 Hazards, including, but not limited to, surface or subsurface conditions;
 A collision with another equine, another animal, a person, or an object;
 The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I **AGREE** that I/my child/my ward would like to participate in the Heroes on Horseback program. I acknowledge the risks and potential risks, however, I feel that the possible benefits to me/my child/my ward are greater than the risk assumed. I hereby, intending to be legally bound for myself, my heirs and assigns, executors or administrators waive and release forever all claims for damages against Heroes on Horseback, it's Board of Directors, instructors, therapists, aides, volunteers, employees, facility owners, NCM Equestrian LLC and affiliated organizations for any and all injuries and/or losses I may sustain while participating in the Heroes on Horseback program including activities occurring outside of the scope of the program itself, including, but not limited to transportation, care giving, horse exercising etc.

By signing below, I **ACKNOWLEDGE** that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to Heroes on Horseback that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

I **AGREE** to assume all risks of Harm to me and/or my child, and **specifically agree to the <u>SOUTH CAROLINA LIABILITY LAW</u>** regarding equine/ farm animal activity liability: **Under South Carolina Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, Pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.**

ACCEPTED BY: (if under the age of 18 years old, there must be a legal guardian signature below)

PARTICIPANT Signature / Legal Guardian Signature(s):	**VOLUNTEER Signature / Legal Guardian Signature(s):**
Print Participant Name / Legal Guardian Name(s): **DATE:**	**Print Volunteer Signature / Legal Guardian Signature(s):** **DATE:**